

CONTRACT

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NEW MILFORD BOARD OF EDUCATION

AND

NEW MILFORD ADMINISTRATORS ASSOCIATION

JULY 1, 2010 - JUNE 30, 2013

PREAMBLE

This agreement is entered into in its entirety, by and between the New Milford Board of Education of New Milford, New Jersey, hereinafter called the "Board" and the New Milford Administrators Association, hereinafter called the "Association" pursuant to Chapter 123 Public Laws of 1974, which provides for negotiations between the Board and the Association with respect to the terms and conditions of employment.

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ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all administrative personnel listed below:

- High School Principal
- Middle School Principal
- Elementary School Principals
- High School Vice Principal
- Middle School Vice Principal
- Athletic Director
- Director of Special Services

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into professional negotiations no later than February 1 of the year preceding expiration of the current agreement for the purpose of concluding an agreement in accordance with Chapter 123, Public Laws of 1974, on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all employees listed in ARTICLE I, be reduced to writing, and signed by the Board and the Association.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. In the event that the contract under negotiations is not agreed to by the start of the new contract year, the existing contract will continue in effect. Upon reaching an agreement for a new contract, terms and conditions will be retroactive to the start of the new contract year.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean that Administrators or a representative of Administrators may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. A grievance to be considered under this procedure must be initiated in writing, within forty-five (45) school days from the time when employees knew or should have known of its occurrence.

B. PROCEDURE

1. Level One

The Administrator with a grievance shall first discuss it with his/her immediate superior, with the objective of solving the matter informally.

2. Level Two

If, within seven (7) school days thereafter, a problem remains unresolved, the grievant shall set forth his/her grievance in writing to his/her immediate superior stating:

- a. The date of the occurrence that caused the grievance
- b. The nature of the grievance and specific request for resolution
- c. The nature of the loss, injury, or inconvenience

The superior shall communicate his decision to the grievant in writing within five (5) school days of the receipt of the written complaint.

GRIEVANCE PROCEDURE

3. Level Three

The grievant may appeal the immediate superior's decision to the Superintendent of Schools or the Board of Education, whichever level applies. The appeal must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Superintendent or the Board, whichever level is applicable, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days.

4. Level Four

If Level Three was on the Superintendent's level, the grievant may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and present a decision in writing to the grievant, with copies to the Association within fifteen (15) school days.

C. Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step, within the same time limit prescribed for a decision shall be deemed to be acceptance of the decision rendered at that step.

GRIEVANCE PROCEDURE

- D. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such grievance to the Superintendent of Schools and follow the procedures starting with Level One.
- E. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file, located in the Board of Education Office and shall not be kept in the personal file of any of the participants. Such files shall only be accessible to the Superintendent and the grievant.
- F. All meetings and hearings under this procedure shall be held in private, unless the grievant specifically requests a public hearing.

ARTICLE IV - SALARY PROVISIONS

A. For the first year of this contract a one time salary adjustment will be given to administrators appointed to their position on or before January 1, 2010 as follows:

Athletic Director	\$2000
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Thereafter, all Administrators will receive salary increases as follows:

2010-2011	4.0% base (including adjustment)
2011-2012	4.0% base
2012-2013	4.0% base

B. All administrators employed on or before January 31 of any year shall be eligible for a full increment. All personnel employed February 1 or after shall not be eligible for an increment unless granted the increment by the Board.

C. LONGEVITY

Longevity is eliminated for all Administrators hired after January 15, 1997.

ARTICLE V - HEALTH INSURANCE

- A. The Board shall pay full premium for the Administrator's individual and/or family coverage.
- B. The Board shall provide health care insurance protection designated below, paying the full premium for each administrator's health coverage and appropriate coverage for dependents.

Provisions of the existing Health Benefits Program shall be detailed in the master policies and contracts agreed upon by the Board and the Association, and shall include:

1. Hospital room and board and miscellaneous costs
2. Out-patient benefits
3. Laboratory fees, diagnostic expenses and therapy treatments
4. Maternity costs
5. Surgical costs
6. Major Medical coverage
7. Prescription coverage

Coverage will include Dental and Vision Care

- C. The Board reserves the right to change insurance carriers, provided benefits are not diminished.
- D. Each Administrator shall be entitled to obtain a complete annual physical examination. The cost, not to exceed three hundred fifty (\$350) dollars, is to be borne by the Board. Said examination is to be performed by a physician of the Administrator's choice. The results of the physical shall be discussed by the Administrator with the Superintendent upon request.

ARTICLE VI - SICK LEAVE

- A. All Administrators employed shall be entitled to ten and one-half (10½) sick days each school year if employed on a ten and one-half (10½) month contract and twelve (12) sick days each year if employed on a twelve (12) month contract. When an Administrator works less than a full contractual year (10½ or 12 months), the number of sick days will be prorated accordingly.
- B. Sick leave accumulated prior to formulation of this contract shall remain in full force.
- C. Unused sick leave shall be accumulated from year to year with no maximum limit.
- D. Noncumulative additional sick leave benefit may be allowed to Administrators upon approval by the Board in each individual case.

ARTICLE VII - TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of the school year, Administrators shall be entitled to the following temporary leave of absence:

1. Death in the Immediate Family

a. Leave of absence without loss of pay following death in the family* shall be granted for six (6) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or five (5) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual.

** wife · husband · son · daughter · mother · father · sister · brother
mother-in-law · father-in-law · daughter-in-law · son-in-law*

b. Leave without loss of pay following death of other family members* shall be granted for four (4) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or three (3) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual.

** sister-in-law · brother-in-law · grandparents · close friend*

c. If it is found necessary to exceed the time allotted above, the Superintendent may grant additional time, not to exceed two (2) days at full pay.

2. Death of Other Relative

In case of the death of any relative not listed in Part 1 above, Administrators shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearance in any legal proceeding connected with the Administrator's employment or in any other legal proceeding that the Administrator is required by law to attend shall be granted without loss of pay. This section shall not apply in connection with any litigation initiated by the employee against the district and/or any of its employees or agents, or litigation involving a job action, work stoppage or strike against the Board.

TEMPORARY LEAVE OF ABSENCE

4. Other Leaves

During the term of this contract, leave up to three (3) days with pay for personal emergencies (illness in immediate family, religious holidays, and other personal business) may be granted by the Superintendent. Unused personal days can either be carried over for one (1) year or converted to sick days that will accumulate from year to year. No more than six (6) personal days can be used in a school year.

5. A leave may be granted up to twenty-one (21) calendar days necessary for persons called into involuntary temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An Administrator shall be paid his/her regular pay in addition to any pay which he/she received from the federal or state government.
6. Time and travel may be granted for the purposes of visiting other schools or attending meetings or conferences of an educational nature and where such attendance shall be pertinent to areas of study.

Time and travel shall be granted for four (4) representatives of the Association to attend conferences and conventions of nationally affiliated organizations each year at a cost not to exceed two thousand (\$2,000) dollars per Administrator. Time and travel shall be granted for two (2) representatives of the Association to attend conferences of state affiliated organizations each year. The time mentioned in this paragraph (6) shall be deemed professional and shall be subject to approval by the Superintendent.

TEMPORARY LEAVE OF ABSENCE

7. Leave of absence not covered by any of the preceding paragraphs, but which are sanctioned by the Superintendent, shall be granted with the stipulation that an Administrator working 10 or 10½ months shall forfeit 1/200 of his/her salary for each day of the leave of absence. An Administrator working 12 months shall forfeit 1/240 of his/her salary for each day of the leave of absence.
- B. Leave taken pursuant to Section A shall be allowed with the following stipulations:
 1. It shall be in addition to any sick leave to which the Administrator is entitled.
 2. Except in case of emergency, all requests for leave shall be in writing stating the reason for the request. After approval by the Superintendent, the request shall be filed in his office. In emergency cases, the leave form will be completed the day an individual returns to work.
 3. Leave under Article VII shall not be cumulative.

ARTICLE VIII - EXTENDED LEAVE OF ABSENCE

Maternity Leave of Absence

1. All pregnant administrators may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for the balance of the school year in which the said leave begins.
2. Tenured administrators who have been granted maternity leave may annually apply for additional maternity leave. The total maternity leave granted can not exceed twenty-four (24) consecutive months.
3. Maternity leave shall be granted subject to the following conditions:
 - a. An administrator shall notify the Superintendent of her pregnancy at least one hundred twenty (120) days in advance of the requested leave.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before an administrator is permitted to return from maternity leave.
4. Except as provided above, no administrator shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.

ARTICLE VIII - EXTENDED LEAVE OF ABSENCE (continued)

5. No administrator shall be removed from her duties during pregnancy except as follows:
 - a. It is found that her performance has noticeably declined prior to leave.
 - b. The pregnant administrator is found to be medically unable to continue in the position by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the administrator, whose opinion on medical capacity shall be final and binding.
 - c. Any other just cause.
6. All provisions of this section shall also apply to maternity leave of absence for adoption except that leave shall become effective on the date of receipt of the adopted child, unless absence from work is required for the placement to proceed.
7. If any administrator desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period or until she has exhausted her sick leave. The period of disability for the purpose of this Section shall be defined as the period commencing thirty (30) calendar days before anticipated delivery date and ending thirty (30) calendar days after the actual delivery or such other period of actual disability as shall be certified to the Board by the teacher's physician. At the conclusion of the disability period, the administrator may go on Family Leave (NJ) entitling her to 12 weeks of benefits (no pay). The administrator may then use personal and/or vacation days during this leave. If at the end of the Maternity Leave, the

administrator does not return, she is to reimburse the district for any health benefit premiums paid by the Board of Education.

ARTICLE VIII - EXTENDED LEAVE OF ABSENCE (continued)

8. An administrator shall not receive salary increment for the time spent on unpaid leave granted pursuant to this section, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure if unpaid leave taken is greater than six (6) months of a contract year.
9. All benefits to which an administrator was entitled at the time his/her leave commenced, including unused accumulated sick, personal, and vacation leave, shall be restored to him/her upon his/her return.
10. In accordance with the rules and regulations of the existing Health Benefits Plan, at the prerogative of the administrator on leave, insurance will be paid for by the administrator in order that such coverage is maintained.

ARTICLE IX - SABBATICAL LEAVE

The Board of Education will deal with sabbatical leaves for Administrators on an individual basis as the need arises and to fit particular needs. Applications shall be made in writing to the Superintendent no later than January 15th, for the subsequent year. Each applicant shall be notified in writing by the Superintendent no later than April 1st of the decision concerning his/her application. The sabbatical leave shall commence on the first date of the contract year and shall terminate on the last day of the contract year. An Administrator shall enjoy all rights and privileges during his/her sabbatical as if he/she were in full employ as an Administrator.

ARTICLE X – DISPOSITION OF ACCUMULATED SICK LEAVE BENEFITS

A. Qualifications

1. The Administrator must have been:
 - a. Actively employed in the teaching profession in a fully certified capacity at least fifteen (15) years prior to the effective date of retirement.
 - b. Actively employed in a full-time, fully certified capacity in the New Milford Public School system at least ten (10) of the fifteen (15) years immediately prior to the effective date of retirement.
2. The Administrator must notify the Superintendent of Schools, in writing, of his/her intention to retire. This notification must be received by the Superintendent at least three (3) months prior to the effective date of retirement.
3. In the event of death of an Administrator who has otherwise fulfilled the requirements of this Article, the benefit noted in Section B, shall be paid to the Administrator's designated beneficiary or estate.

B. Calculation of Benefit

The amount of the sick leave benefit shall be determined by the accumulated sick leave balance at the effective date of retirement or death, accumulated since the beginning date of employment. The accumulated sick leave balance shall be multiplied by seventy-five (\$75) dollars per day. The total sick leave benefit shall not exceed twenty two thousand five hundred (\$22,500) dollars.

C. Payment of Benefit

The accumulated sick leave benefit is to be paid in one lump sum in the school year following retirement or death.

ARTICLE XI - MISCELLANEOUS PROVISIONS

- A. The Board will pay the cost of membership for each Administrator in the County, State, and National Principals' Association as well as dues for the ASCD. The Board will not pay for membership in BCEA, NJEA, and NEA.
- B. All days that school is closed as per the student calendar, adopted by the Board of Education, shall be extended to members of this Association. The Superintendent may require principals and vice principals to work on recess days established by the student calendar.
- C. During the term of this contract, mileage allowance for attending in-district school meetings and other in-district functions deemed appropriate by the Superintendent will be seven hundred (\$700) dollars per year. The decision on the appropriateness will rest solely with the Superintendent.
- D. Privileges, such as dues deduction, annuity deductions and the summer savings plan previously granted to Administrators will continue in effect the same as prior to this agreement.
- E. With respect to matters not covered by this agreement between the Board of Education and the Association, the Board of Education agrees that it will make no changes in terms and conditions of employment without prior consultation with the Administrators Association. The decision of the Board will be final in any event and not be subject to the grievance procedure as previously stated.
- F. All twelve (12) month Administrators earn vacation time at the rate of two (2) days per month up to a maximum of twenty-two (22) days in a fiscal year.

MISCELLANEOUS PROVISIONS

Vacation is to be taken in the fiscal year following the fiscal year it is earned - as the needs of the school permits. Unused vacation days will be reimbursed by the Board annually at the salary received during the fiscal year the days were unused. No more than five (5) unused vacation days will be reimbursed by the Board.

Vacation days should not accumulate from year to year. The Superintendent may permit an accumulation of no more than five (5) days in a year. A request to accumulate days beyond five (5) is subject to Board approval.

- G A stipend of thirty-five hundred (\$3,500) dollars will be given to an Administrator who either possesses or obtains a doctoral degree during the course of this contract. If a doctorate is obtained during the contract year, the stipend shall commence from the beginning of July or the beginning of January.
- H. A fund of eight thousand (\$8,000) dollars per school year shall be established annually for providing administrative personnel with the opportunity to participate in graduate educational programs which are approved by the Superintendent prior to starting the course. Unused funds shall revert back to the Board. A maximum of eight thousand (\$8,000) dollars will be divided by the total number of approved courses taken by the members of the administrative personnel and shall be reimbursed at the end of the school year.
- I. Each administrator is required to submit 2 public relations press releases for events in their building/department according to a set schedule created by the Superintendent.

ARTICLE XII - SEPARABILITY

If any provision of this agreement or any application of this agreement to any Administrator is held invalid by operation of law or by a court or competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIII - DURATION

A. Except where noted, the provisions of the agreement shall be effective as of July 1, 2010 and shall remain in full force and effect through June 30, 2013 subject to the right of the Board and the Association to negotiate for a modification of the agreement.

B. The NEW MILFORD PUBLIC SCHOOLS EVALUATIVE INSTRUMENT FOR ADMINISTRATORS is an addendum to this agreement.

C. Attested to on this _____.

NEW MILFORD ADMINISTRATORS

ASSOCIATION

By: _____

Eric Sheninger
Representative

By: _____

Scott Davies
Representative

NEW MILFORD BOARD OF EDUCATION

By: _____

Daniel Conner
President

By: _____

Lori Barton
Negotiations Chairperson

By: _____

Michael Sawicz
Board Secretary